100.3 THE BEAR'S \$75,000 SECRET SOUND CONTEST

OFFICIAL RULES AND REGULATIONS

(the "Rules")

- 1. The Bear's \$75,000 Secret Sound (the "Contest"), starts at 8:00 a.m. MST on February 24, 2020 and closes at 8:30 p.m. MST on May 15, 2020 (the "Contest Period"). No purchase necessary. Void where prohibited.
- 2. The Contest sponsor is 100.3 The Bear (the "**Station**"), a division of Bell Media Inc. (hereinafter referred to as the "**Contest Sponsor**").
- 3. To enter and to be eligible to win, entrant must be a legal resident of Alberta, Canada and be of the age of majority in the province in which he/she resides. Employees of Bell Media Inc., its agents, parent, affiliated or related companies, subsidiaries, divisions, prize sponsors, promotional and advertising agencies or of any other entity involved in the development, production, administration, or fulfillment of the Contest, as well as the parents, siblings and children of any such employees and any person domiciled with such employees, are ineligible to enter or to be selected for a prize and may be disqualified.
- 4. TO ENTER the Contest, listen to 100.3 The Bear every weekday of the Contest Period at approximately 8:00 a.m., 9:00 p.m., 10:00 a.m., 11:00 a.m., 12:00 p.m., 1:00 p.m., 2:00 p.m., 3:00 p.m., 4:00 p.m., 5:00 p.m., 6:00 p.m., 7:00 p.m. and 8:00 p.m. (all MST) to hear the Secret Sound keywords (each, a "**Keyword**"). There will be thirteen (13) different and unique Keywords every weekday of the Contest Period except for Good Friday (April 10th). When you hear a Keyword, you can enter the Contest as follows:
 - 1. <u>TEXT ENTRY</u>: Text the applicable Keyword and your name to short code 666-666 during the Entry Period (the "**Text Entry**"). You must have access to a cellular telephone that is capable of two-way text messaging. Text messaging is not available in all areas. Standard text messaging fees apply (check your carrier plan for your standard text messaging fees). Text Entries shall be deemed to be submitted by the Authorized Mobile Account Holder of the mobile phone used to enter the Contest. "Authorized Mobile Account Holder" of a mobile phone is defined as the natural person who is assigned to a cellular telephone number by a wireless carrier that is responsible for assigning cellular telephone numbers. An eligible Prize winner may be required to provide proof that he/she the Authorized Mobile Account Holder associated with the selected Text Entry.
 - 2. <u>EMAIL</u>: To enter the Contest without sending a text message, send an email during the Entry Period to terry.eggleston@bellmedia.ca with "\$75,000 Secret Sound" in the subject line and your name, address (city and province), ten-digit day and evening telephone numbers and e-mail address in the body of the email, as well as the applicable Keyword (the "Email Entry"). Email Entries must include your name, address, ten-digit day and evening telephone numbers and e-mail address. Email Entries shall be deemed to be submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an internet access provider, on-line service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

<u>NOTE</u>: All Text Entries and Email Entries relating to each announcement of the Keyword must be received within ten (10) minutes after the applicable announcement (the "**Entry Period**"). The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s) and related-time keeping systems of the Contest Sponsor.

Text Entries and select either Online Entries/Email Entries shall be collectively referred to as

"Entries" and each, an "Entry". <u>Limit of five (5) Entries per individual per Entry Period</u>, regardless of the method of entry. If it is discovered that you attempted to enter more than the foregoing limit, all your Entries will be void.

SELECTION OF CONTESTANTS: Every weekday of the Contest Period after each Entry 5. Period at the offices of Bell Media Inc. in Edmonton, Alberta (each, a "Contestant Selection"), the one hundred and third (103rd) Entry drawn from among all eligible Entries received during such Entry Period (each, a "Contestant") will be selected to play the secret sound game (the "Game") described below. The odds of becoming a Contestant for a chance to win a Prize will depend upon the total number of eligible Entries received during each Entry Period. Entries received will be discarded after each Contestant Selection and will not be carried over to the next Contestant Selection. Immediately following a Contestant Selection, a representative of the Station, acting reasonably, will contact each Contestant by telephone. If the Contestant does not answer, the representative of the Station will call a second time. In the event the Contestant cannot be contacted immediately after the applicable Contestant Selection, or after two (2) attempts by the representative of the Station or if an answering machine or voice mail box picks up the call, he or she will be disqualified and an alternate potential winner may be drawn. Furthermore, if there is not a clear telephone connection between the representative of the Station and a Contestant, such that one or each other cannot hear the other, such Contestant will be disqualified, and the Contest Sponsor will not be liable in any way for such failed connection. In conducting the Contest, the representative of the Station has the full and absolute discretion to disqualify any Contestant who fails to respond on the phone or whose response cannot be heard by such representative, and the Contest Sponsor shall have no liability or responsibility to any caller so disqualified. Each Contestant will then be required to provide a representative of the Station with his/her name, address, age and telephone number. A Contestant can be a Contestant more than once. Any Contestant who does not comply with this condition will automatically be disqualified.

<u>NOTE</u>: In the event that the stations text messaging system is unavailable, the contest will switch to a Call-To-Win entry format. When you hear an Announcement, call the The Bear Contest line at 780-451-8666 (the "Contest Line"). Broadcast delays may occur, including depending on the means used to listen to the radio (e.g. analog radio vs. online streaming). Contest Sponsorswill not be held liable in any way for such delays. The tenth (10th) caller through on the Contest Line following an Announcement (each, a "Contestant") will be eligible to play Name That Sound (the "Game") for a chance to win a Prize as described below. In the event the caller is a minor, valid permission must be provided to the Contest Sponsorsfrom the caller's parent or legal guardian before any caller is put through on-air to participate in the Game. Each Contestant will be announced on air and will be required to play the Game on-air. If there is not a clear telephone connection between the The Bear on-air announcer and a Contestant, such that one or each other cannot hear the other, such Contestant will be disqualified, and the Contest Sponsorswill not be liable in any way for such failed connection. Each Contestant will then be required to provide the The Bear announcer with his/her name, address, age and telephone number. In conducting the contest, The Bear and its representatives have the full and absolute discretion to disqualify any Contestant who fails to respond on the phone or whose response cannot be heard, and the Contest Sponsorsshall have no liability or responsibility to any Contestant so disqualified. In the event that the Contestant is outside of the local calling area, standard long distance rates as charged by the Contestant's long distance service provider will apply. Contestants can become a winner only once during the Contest Period. Any Contestant who does not comply with this condition will automatically be disqualified. The odds of a caller being selected as a Contestant and playing the Game for a chance to win a Prize will depend upon the total number of individuals calling the Contest Line following an Announcement. Proof of identification must be provided upon request.

- 6. THE GAME: The representative of the Station will play a sound effect and the Contestant will be asked to correctly identify the sound. If a Contestant does not correctly identify the sound, he/she will not be eligible to win the current cashpot and \$100 dollars will be added to the current cashpot. If a Contestant correctly identifies the sound, he/she will be eligible to win the current cashpot, and a new Game will be announced at the next Contest play time. The odds of winning a Prize will depend upon the Contestant's ability to guess the sound. In the event the sound is not guessed by the last day of the Contest, clues will be given or air until the successful completion of the Game.
- 7. **PRIZES**: There is a maximum of fifty-nine (59) prizes available to be won (the "**Prizes**" and each, a "**Prize**"). The cashpot consists of a minimum of five-hundred dollars (\$500 CAD) up to a maximum of seventy five thousand dollars (\$75,000 CAD). The Contestant who correctly guesses the sound will be eligible to win a Prize. If a Contestant does not correctly guess the sound, the cashpot will grow in increments of one hundred dollars (\$100 CAD). The total amount of all Prizes awarded during the Contest Period as a whole will be seventy five thousand dollars (\$75,000 CAD). The number of Prizes decreases as they are attributed during the Contest Period. Prizes won will be awarded in the form of a cheque. In the event that the maximum of seventy five thousand (\$75,000 CAD) is awarded prior to the end of the Contest Period, no further prizing will be awarded and the Contest will be completed. Limit of one (1) Prize per household.
- 8. Prizes must be accepted as awarded. Contest Sponsor reserves the right to substitute a Prize in whole or in part in the event that all or any component of the Prize is unavailable. Prize winner is solely responsible for all costs not expressly described herein. Prize winner acknowledges that upon awarding of the Prize, all obligations typically borne by the provider of services or goods become that provider's responsibility.
- 9. In order to be declared a winner, potential winner must first correctly answer, unaided, a time limited mathematical skill testing question administered by Bell Media Inc. Before being awarded a Prize, the potential winner will be required to sign and return within the time stipulated by the Contest Sponsor, a full release and indemnity form stating that, among other things, he/she has read and understood these Rules, grants all consents required, agrees to be available and to participate in publicity and/or promotions related to the Contest and/or the Contest Sponsor and/or similar matters, authorizes the Contest Sponsor to broadcast, publish, disseminate and otherwise use his/her name, city/town/village and province/territory of residence, photograph, likeness, sobriquet and voice, in connection with any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation to the potential winner, beyond the awarding of or participation in the Prize, accepts the Prize as offered and releases the Contest Sponsor from any and all liability of any kind arising out of the potential winner's participation in this Contest and receipt and use of the Prize. In the event that the/a potential winner does not comply with all the provisions as contemplated in these Rules, Contest Sponsor shall have the right to disqualify the potential winner, and draw an alternate potential winner, and the Contest Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. The provisions and procedures referred to above relating to selection and notification of a potential winner, shall be applied, with the necessary amendments, until a qualified winners has been duly selected. The number of actual Prizes awarded may be less than the number of available Prizes should efforts to confirm all winners be unsuccessful, in accordance with these Rules.
- 10. By entering this Contest, the entrants and participants automatically agree to accept and abide by these Rules. All decisions of the Contest Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of Entries, are final and binding on all entrants in all matters as they relate to this Contest.
- 11. All Entries become property of Contest Sponsor who assumes no responsibility for garbled, lost, late, delayed, destroyed or misdirected Entries, mail, voice messages, e-mail or any computer

errors or malfunctions. No correspondence will be entered into except with entrants requesting Rules by mail or requesting the names of the Prize winners (for which a self-addressed, postage paid envelope must be included). Contest Sponsor does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials or data that have been tampered with or altered are void. If for any reason, in the opinion of the Contest Sponsor, in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected. including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control, Contest Sponsor reserves its right to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received eligible Entries. Contest Sponsor reserves its right to modify the Rules without materially affecting the terms and conditions hereof. The Contest Sponsor reserves its right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Rules or otherwise in a disruptive manner. Any attempts to deliberately damage the Contest website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made the Contest Sponsor reserves its right to seek remedies and damages to the fullest extent of the law. Contest Sponsor shall not be held responsible for any errors or negligence that may arise or occur in connection with the Contest including any damage to an entrant's computer equipment, system, software or any combination thereof, as a result of their participation in this Contest or from downloading any material from the Contest website.

- 12. Contest is subject to all applicable federal, provincial and municipal laws and regulations. By entering this Contest each entrant consents to the collection, use and distribution of his or her personal information (information that identifies an entrant as an individual, such as home telephone number, age and home address) by the Contest Sponsor for the purposes of implementing, administering and fulfilling this Contest. Contest Sponsor will not sell or transmit this information to third parties except for the purposes of administering this Contest. By entering the Contest, entrants consent to the manner of collection, use and disclosure of personal information as set out in Bell Media Inc.'s Privacy Policy, which is available at www.bellmedia.ca/about/Media_Privacy.page. Any inquiry concerning the personal information held by the Contest Sponsor should be addressed to Bell Media Inc. at 18520 Stony Plain Road, Edmonton, Alberta.
- 13. In the event of any discrepancy or inconsistency between the terms and conditions of the Rules and disclosures or other statements contained in any Contest related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Rules shall prevail, govern and control.
- 14. All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Contest Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

LEGALS for the 100.3 The Bear's \$75,000 Secret Sound Contest

No purchase necessary. Contest starts at 8:00 a.m. MST on February 24, 2020 and closes at 8:30 p.m. MST on May 15, 2020. Open to legal residents of Alberta, Canada who are of the age of majority in the province in which they reside. Some restrictions apply. Correct answer to a mathematical skill-testing question required. A total amount of \$75,000.00 CAD in cash prizes is available to be won. The minimum and maximum amounts that can be offered as a prize are \$500 and \$75,000 CAD, respectively. The odds of becoming a contestant for a chance to win a prize will depend upon the total number of eligible entries received during each entry period. Odds of winning a prize will depend upon the contestant's ability to identify the sound. Number of prizes available to be won throughout the contest will decrease as they are awarded. Complete contest rules and information about entry available at thebearrocks.com.